

AGREEMENT  
BETWEEN  
THE LONGPORT LIFEGUARD  
ASSOCIATION, INC.  
AND  
THE BOROUGH OF LONGPORT  
JANUARY 1, 2011 –December 31, 2012

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## **PREAMBLE**

THIS AGREEMENT entered into by and between the LONGPORT LIFEGUARDS ASSOCIATION, INC., hereinafter called the “Association” and the BOROUGH OF LONGPORT, hereinafter called the “Borough”.

## **WITNESSETH**

WHEREAS, the Borough has an obligation, pursuant to Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974, to negotiate with the Association as the representative of employees hereinafter designated with respect to terms and conditions of employment.

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE I**

### **RECOGNITION**

A. The Borough hereby recognizes the Longport Lifeguards Association, Inc. as the exclusive and sole representative for collective negotiation concerning the terms

and conditions of employment for all lifeguards and officers employed by the Borough of Longport.

B. The Chief and any Captains and all other non-lifeguard employees of the Borough not specifically enumerated above are specifically excluded from the Longport Lifeguards Association, Inc.

C. The Association recognizes that the lifeguard work offered by the Borough is seasonal and temporary in nature and not consider permanent employment notwithstanding that a member may re-certify annually for each season.

D. The Association acknowledges the Borough's right to publish a Personnel Policy and Procedures Manual ("Manual"). The Borough and the Association recognize that federal and state law and this contract supercede the Manual to the extent that terms and conditions of employment are explicitly stated in this contract and federal and state laws. The Borough's current Manual will act as a guide to all personnel. Copies of the Manual will be available in the Captain's office. Should the Borough find it necessary to update this Manual, the Association drafts will be furnished with a notice of change and a draft of the Manual. The Association has forty-five (45) days from receipt of this notice of change to identify any change that it deems a material change to a term or condition of employment and that which the Association wishes to negotiate. In the absence of such identification by the Association, the Borough shall have the right to proceed to implement the change. The

Association reserves the right to grieve an potential conflict between the current Collective Bargaining Agreement and the Personnel Policies and Procedures Manual.

## **ARTICLE II**

### **NEGOTIATION PROCEDURE**

A. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, and the amendment shall be adopted by the Borough and be signed by the Borough and the Association. This Agreement incorporates the entire understanding of the parties on all matters governing the terms and conditions of employment. During the term of this Agreement, neither party shall be required to negotiate to change any term of provision of the Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

C. If no agreement is reached at least 30 days prior to the expiration of the term of this agreement:

(1) The parties agree to seek a third party arbitrator acceptable to both sides to offer non-binding recommendations to resolve any clearly defined issues. This voluntary effort will continue for no more than 120 days.

(2) Subsequently, the parties shall make a joint request for the appointment of an arbitrator from the Public Employment Relations Commission to aid in the resolution of all open issues.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### **Purpose:**

1. The purpose of the grievance procedure is to secure an informal and equitable resolution to any dispute which may arise affecting the terms and conditions of this Agreement in the most cost effective manner.
2. Nothing herein contained shall prohibit an employee having a grievance to discuss the matter directly with management and to resolve the grievance without intervention of the Association, provided the resolution is not inconsistent with the terms of this Agreement.
3. A grievance may be raised by an employee or by the union.

#### **Procedure**

1. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.
2. The time limits specified may be extended or otherwise modified in furtherance of the purposes of this agreement.
3. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the work year, the time limits set

forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the work year or as soon thereafter as is practicable.

LEVEL ONE – Chief or Captain(s) of the Beach Patrol

A grievance to be considered under this procedure shall be initiated by employee within five (5) calendar days of its occurrence and submitted in writing to the Chief or a Captain of the Beach Patrol. A written response shall be made by management within ten (10) calendar days after the receipt of the grievance.

LEVEL TWO – Commissioner appointed Director of Public Safety

Within three (3) calendar days of receipt of the determination at LEVEL ONE, or ten (10) calendar days after submission of the grievance to LEVEL ONE if no decision has been rendered, an appeal may be filed in writing, with the Commissioner responsible for Public Safety. The Borough shall render a written decision within fourteen (14) calendar days after the receipt of the appeal at this Level.

LEVEL THREE – Arbitration

A grievance may be submitted to arbitration within ten (10) calendar days after the Borough's determination, or within fifteen (15) days of submission of an appeal to LEVEL TWO if no decision is rendered.

## **Authority of the Arbitrator**

1. If the grievant is dissatisfied with the decision of the Borough and the Association finds the grievance to be meritorious, the Association may request the appointment of an arbitrator by requesting the New Jersey Public Employee Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question. If the parties are unable to mutually agree upon an arbitrator from the list submitted, they will request the New Jersey Employee Relations Commission to submit a second list. If the parties are unable to agree upon a mutually satisfactory arbitrator from the second list, either party may request for the New Jersey Employee Relations Commission to designate an arbitrator.
2. The arbitrator shall function in accordance with the rules and procedures of the New Jersey Public Employee Relations Commission.
3. The arbitrator shall limit himself to the issue before him and consider nothing else. He shall have no power to add to, subtract from or modify the Agreement between the parties. The arbitrator shall set forth his findings of fact and conclusions of law upon which his decision is based. The decision of the arbitrator shall be final and binding.

4. The arbitrator shall be bound by decisions of the New Jersey Public Employee Relations Commission, the decisions of the Courts of New Jersey and all New Jersey Statutes and Federal Laws.
5. The Costs for services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Borough and the Association. Any other expenses shall be borne by the party incurring such expense.

### **Representation**

Any aggrieved person may be represented at all stages of the grievance procedure by himself or at his option, by a representative selected or approved by the Association. When the Association does not represent an employee, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

### **Reprisals**

No action of any kind shall be taken by the Borough or by any member of the administration against any party in interest, any member of the Association or other participant in the grievance procedure by reasons of such participation.

## **Miscellaneous**

1. All decisions rendered to the aggrieved persons at Levels One, Two or Three shall be in writing, setting forth the decision and the reason or reasons therefore and shall be transmitted promptly to the employee representative and the Association.
2. All documents, communications and record dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of the participant(s). The separate grievance file shall be kept in a secure and locked location by the borough Human Resource Manager.
3. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.

## **ARTICLE IV**

### **EMPLOYMENT PROCEDURES**

- A. After completion of one hundred and ten (110) working days of service no employee shall be discharged, disciplined or reduced in rank or compensation without just cause. During the employee's initial 110-day working period, he or she shall be on probation and may be terminated for any lawful reason.
- B. If a vacancy occurs within three years of an employee's lay-off, the laid off employee shall be entitled to a one-time recall in order of seniority.

C. In the event of a reduction in force, employees shall be laid off in the reverse order of seniority of all employees in the classification, but shall retain bumping rights to a lower classification. Any employee laid off shall remain on a recall roster for a period of three years from the date of lay-off. Employees shall be recalled on the basis of the employee's seniority. When employees' seniority is equal, then the employees shall be recalled on the basis of job performance.

**D. Determination of Seniority**

A first year (rookie) employee shall earn one year of service credit if he completes at least twenty-five (25) days of employment during the season. All other lifeguards must complete thirty-five (35) days of employment during a season to receive a year's service credit.

**E. Notification of Return**

On or about January 15th of each year, each lifeguard shall be notified in writing regarding the intention to offer employment for the upcoming season. A second notification shall issue approximately three weeks later. The failure of any lifeguard to respond to such notification by March 1st will result in termination unless approved in advance by the responsible Commissioner or the Chief.

**F. Re-Certification Testing Procedure**

1. Should the Borough elect to conduct a re-certification test for lifeguards, the Borough shall provide written notification to each lifeguard and to the Association

no later than April 15<sup>th</sup> of the year in which the test is to be given. The letter of notification include the following:

- a. The exact dates, times and location of such test, with a minimum of two testing dates provided.
- b. An Explanation of the test(s) to be given and the requirements needed to satisfactorily complete the test(s).

2. Make-up Testing

In the event an employee is unable to participate in the test on either date due to previous commitments or temporarily residing outside of the area due to attend school, he shall notify the Chief in writing of his inability to attend the test and he shall be afforded an opportunity to take said test upon his availability or return to the area. The time and date of such make-up test shall be agreed upon by the Chief or Captain and the employee.

3. An employee who fails any section of the re-certification is entitled to retake such certification one or more times as deemed reasonable by the Chief. It is further understood that said employee must retake each section of the re-certification on the date of the retest. The date and time for such a retest will be agreed upon by the Director of Public Safety or his designee and the employee(s) retaking the test.

4. The final criteria for the test shall be solely determined by the Borough or its representative.

5. Employees shall receive a minimum of two hours pay for the time of attendance for the test. In the event an employee is required to remain longer than two hours, he shall be compensated for each additional hour.

#### G. Employee Annual Training

The Longport Beach Patrol will hold an annual employee training session (“Annual Training”). The Annual Training will be separate from re-certification sessions. This training session must be completed by all returning lifeguards prior to the beach patrol opening full time with all beaches open. Several dates will be provided during the month of June, and it will be the responsibility of each lifeguard to schedule their Annual Training at Beach Patrol Headquarters. The training will consist of the following:

1. CPR Training
2. First Aid Training
3. Blood Borne Pathogens Training
4. Rip Tide and Rip Current Review
5. Basic Beach Patrol Operations
  - a. Beach Set up
  - b. Lifting & Moving Lifeguard Stand
  - c. Raising & Lowering Lifeboat
  - d. Moving Lifeboat

Annual Training will range between four and six hours. Lifeguards will be paid for a minimum of four hours or the length of the agenda if longer than four hours and will be expected to attend the full agenda. Any lifeguard who fails to complete the Annual

Training prior to the beaches opening full time will not be scheduled to work until the training is completed.

#### H. Conduct

The Borough requires all employees, including the lifeguards, to maintain acceptable conduct while employed by the Borough. If an employee engages in unacceptable conduct while on duty, the employee may, at the sole discretion of management, be subject to discipline, up to and including termination of employment. Such conduct includes, but is not limited to, the following: conduct embarrassing or unbecoming to the Borough of Longport and/or the Longport Beach Patrol, possession of or consumption of alcoholic beverages or drugs or drug paraphernalia. In the event of any misconduct involving drugs or alcohol while on duty or any other conduct that may threaten the health and safety of Borough residents or visitors, management may suspend an employee without pay pending investigation. Should the investigation determine that the suspension was unwarranted then the employee shall be reimbursed for any lost pay during the period of suspension.

## **ARTICLE V**

### **WORK SCHEDULE**

#### **A. Work Year**

1. The Work Year shall run from January 1 through December 31 of the calendar year.

As of July 1<sup>st</sup> of each year an employee must be available to work a minimum of five days per week. The duration of this minimum five day a week requirement will be left to the discretion of the Chief based upon business need.

2. Guards with seven or more years of service who are no longer available to work five days a week may apply for weekend and/or peak day duty. This application will be considered based upon the following requirements:

a. The application is made within three years of no longer being available on a five day a week basis.

b. The Guard must certify for the current season.

If the Guard meets the aforementioned criteria and the application is granted, it will be subject to the following parameters:

a. The Guard may be engaged annually for a period of five years only for weekend and/or peak day duty.

b. The Guard's seniority status when last available on a five day a week status and will not earn years of service credit for either seniority or pension purpose.

- c. The Guard will no receive step increases on the wage scale until they return to a five day a week status.
- d. The Guard will be considered for re-engagement not only as a function of seniority but also as a function of the number of days of commitment and timing of those days.
- e. The Guard will not have priority in scheduling over less senior guards who are available on a five day a week basis.
- f. The Guard will have no entitlement to Personal and Sick Leave regardless of their seniority.

3. All scheduling will be at the discretion of the Chief or Captain(s).

## **B. Service Credit**

1. Seniority Purpose: A Guard will receive one year's service credit for seniority purposes if they work a minimum of thirty-five days in the work year. Guards who work only weekend or peak day duty will maintain their seniority status when last available on a five-day a week status. They will not earn one year's service credit for seniority purpose.

2. Pension Purpose:

- a. In order to receive one year's service credit under the Longport Lifeguards Pension Plan an employee must work only number of days equal to or greater than

65% of the days in the “current season”. The “current season” is the number of days during June, July, August and September of a particular year on which at least 65% of the total lifeguard force is at work or on a day off from work.

b. Guards who work weekend or peak day duty will maintain their seniority status when last available on a five-day a week status. They will not earn one year's service credit for pension purpose.

## **C. Work Week**

The normal workweek shall be defined as any combination of days up to five within a seven day period and/or up to a maximum of forty hours. If federal or state law requires overtime for over forty hours, this provision shall be changed to a five day work week up to a maximum of forty hours. Any employee working a sixth day and over 40 hours in a week shall be paid at a rate of time and one half of the regular pay for each hour over 40 hours.

## **D. Work Day**

The normal workday, inclusive of meetings and extra assignments, shall consist of up to eight hours between the hours of 10:00 a.m. and 6:00 p.m. Participation in races and competitive events are expected voluntary duty without pay. On occasion the Chief or Captain at their sole discretion may call a meeting at 9:30 a.m. for

coordination of the day's activity or to communicate special information. Individuals who miss a meeting for which they received notice without an accepted excuse will be subject to discipline without right to grievance procedure.

#### **E. Recall**

Any employee being recalled to duty outside of his normal work schedule, due to an emergency, shall be guaranteed a minimum of two hours pay. Recall time shall not be considered as contiguous to the employee's normal work schedule.

#### **F. Authority**

All recall shall be at the authority of the Director of Public Safety or his/her designated agent.

#### **G. Exchange of Days Off**

Employees shall be permitted to exchange days off so long as adequate notice is given and that such exchange does not result in the payment of any overtime pay. Employees must submit a trade slip and have proper signatures to authorize exchange of days.

## **H. Early Dismissal**

1. Any lifeguard or lifeguard officer who reports for work and whose services are not needed and/or is relieved from duty and sent home shall receive a minimum of one hour's pay of pay for the time actually worked, whichever is greater, and one day's service credit for both seniority and pension purposes.
2. As deemed appropriate by the Chief or Captain(s) the force may be reduced due to inclement weather or bather load through the solicitation of volunteers for early dismissal. The Chief or Captain(s) may offer various incentives to encourage lifeguards and lifeguard officers to volunteer for early dismissal. Employees who volunteer for early dismissal will receive one day's service credit for both seniority and pension purposes. Generally, voluntary early dismissals will be initiated prior to implementing mandatory early dismissals.

## **I. Overtime**

1. Overtime shall be scheduled chronologically according to a seniority list, which shall be posted. All lifeguards shall be offered scheduled overtime in the order of the seniority list.
2. Incident dependent overtime will be at the discretion of the Chief, Captain or appropriate Lifeguard Officer.

## ARTICLE VI

### CLOTHING, EQUIPMENT AND FACILITIES

#### **A. Uniforms and Equipment**

The Borough shall provide employees with uniforms at no cost to the employee.

Such uniforms shall consist of the following:

A Rookie Lifeguard will receive the following once he has worked ten days:

- 1 – tank top
- 1 – T-shirt
- 1 – long sleeved T-shirt
- 1 – pair of board shorts
- 1 – baseball cap or hat with emblem
- 1 – jacket with emblem
- 1 – sweat suit with emblem

If a Rookie Lifeguard leaves prior to completing 25 days service, he must repay the Borough \$75.00, which will be deducted from the last paycheck. A consent and authorization statement to deduct monies owed from last paycheck shall be obtained from each Rookie Lifeguard upon hire.

All other Lifeguards will receive the following items every year:

- 1 – tank top
- 1 – T-shirt
- 1 – long sleeved T-shirt
- 1 – pair of board shorts
- 1 – baseball cap or hat with emblem

After two years of service and only upon return to the Chief of a damaged or unduly worn sweatsuit with hood or jacket with emblem, Lifeguards shall be eligible to receive, every other year, one replacement of one of the following:

- 1 – sweat suit with hood
- 1 – jacket with emblem

At the discretion of the Chief or Director of Public Safety, any uniform that is damaged, destroyed, stolen or lost in the line of duty shall be replaced by the Borough at no cost to the employee.

## **B. Miscellaneous Equipment**

A. The Borough shall supply the following items to each Lifeguard at no cost, on the first day of work each year:

Whistles – maximum of two per person (additional whistles are available at \$1.00 per whistle)

Sunscreen – up to four tubes per season upon return of the empty tube. The sunscreen provided will be the best protection available as decided by the Lifeguard's Association Research and Development Committee.

Zinc oxide – one tube, or equivalent, each season

Management may obtain signed statements by each employee advising their understanding that sun exposure can be harmful and cause cancer and the issued Sunscreen is a helpful guard against sun exposure.

B. Each stand will be provided an umbrella and be replaced on a fair wear and tear basis thereafter.

C. Lifeguards and lifeguard officers are expected to take reasonable care of issued items. Excessively faded or worn items may be returned and a “fair wear and tear” exchange may be considered.

D. Lifeguards are required to report for duty with a full uniform. Components should be worn so as to present a professional appearance. Whistles must be immediately available. Lifeguard officers may discipline lifeguards who report without the appropriate issued items.

E. Lifeguards and lifeguard officers are subject to the Borough’s policy on progressive discipline as described in the appropriate Employee manual. Any discipline administered will be documented using the Personnel Action Form for disciplinary action.

## ARTICLE VII

### ASSOCIATION RIGHTS

#### **A. Information to Association**

The Borough shall make available to the Association for inspection, all public financial records and data, and information in the public domain pertinent thereto of the Borough, upon request.

#### **B. Release Time for Meetings**

Whenever any representative of the Association or any employee participates during working hours in negotiations, grievance proceedings, conferences or meetings which relate to Association business with the Borough, he shall suffer no loss in pay; however, it is agreed that such negotiations, grievance proceedings, conferences or meetings shall be subject to mutual scheduling by the Borough or its representatives and the Association. In the case of a grieved matter in which particular employee(s) are required to appear and that meeting is scheduled for a day the particular employee(s) is also scheduled to work then the employee(s) shall be paid for their normally scheduled hours.

#### **C. Bulletin Boards**

Borough shall permit the Association subject to the approval of the Chief the use of bulletin boards located in the lifeguard station/headquarters for purposes of posting notices concerning Association business and activities.

#### **D. Pension Statements**

The Borough shall provide to Longport Lifeguard Association (LLA) and the Lifeguard Pension Management Committee (LPMC) by November 1 of each year a listing of all lifeguards and lifeguard officers serving in the current year to include the number of days worked, indications of qualifying years service for seniority and pension purposes and the amount of deductions for LLA dues. By January 31<sup>st</sup> of the subsequent year the Borough Chief Financial officer will certify to the LLA and the LPMC that employee contributions and borough contributions were forward in accordance with the instructions of the LPMC.

### **ARTICLE VIII**

#### **LEAVES OF ABSENCE**

A. The following leaves of absence shall be granted with pay:

##### **1. Personal & Sick Leave**

###### **a. Personnel hired prior to the summer of 2007**

Personal days will be made available for the coordination of individual needs and may be scheduled or taken in half-day increments. Sick days will be available in paid and unpaid status. Sick days with pay require appropriate medical documentation or other information acceptable to the Chief of a Captain to receive payment. Sick days with and without pay will not count

towards days of service credit for seniority, incentive pay, EMT stipend and pension purposes,

Each employee shall be entitled to the paid leave as follows:

| <b>Personal &amp; Sick</b>            |   |
|---------------------------------------|---|
| After four (4) years of service.....  | 1 |
| After seven (7) years of service..... | 2 |
| After ten (10) years of service.....  | 3 |

Individuals electing to not use their Personal or not requiring use of their sick leave shall be eligible to offer their leave for buyback at the end of the season at the discretion of the Chief. Said payments will be made at the end of the season in the same pay check as the Incentive payments.

**b. Personnel hired in the summer of 2007 and thereafter**

Each employee shall be entitled to paid leave as follows:

| <b>Personal &amp; Sick</b>             |   |
|--|---|
| After seven (7) years of service ..... | 2 |
| After ten (10) years of service.....   | 3 |

Lifeguards will not be entitled to paid personal or sick leave until the guard has seven creditable years for seniority.

- c. Unpaid Personal and sick leave may be granted at the discretion of the Chief.
- d. The individual electing not to use their personal or not requiring use of their sick leave shall be eligible to offer their leave for buyback at the end of the

season at the discretion of the Chief. Said payments will be made at the end of the season in the same pay check as the Incentive payments.

## **2. Notice**

An employee taking a sick day shall notify through the LPBP Headquarters the Chief or Captain or his/her designee no later than one half hour prior to the start of the workday. It is further understood that the Borough may contact such an employee during the day.

## **3. Bereavement Leave**

Each employee shall be entitled up to five (5) days of paid bereavement leave, with prior notification and approval by the Chief in the event of death in the immediate family. Immediate family is defined as mother, father, spouse or child, brother or sister or step parent or sibling living in the same permanent domicile. One (1) day of paid bereavement leave with prior notification to the Chief or Captain shall be provided for family members as follows: stepmother, stepfather, mother-in-law, father-in-law, aunt, uncle, grandmother and grandfather. Additional unpaid time may be granted with the permission of the Director of Public Safety or his designated agent.

## **4. Military Leave**

Employees and the Borough have a mutual responsibility to facilitate Military Service through the accurate and timely exchange of information. Military service is defined as service in active or reserve components of the US Army, US Navy, US Marine Corps, US Air Force, US Coast Guard or the National Guard. Upon presentation of appropriate military orders or documentation, Leaves will be granted as follows:

- a. Inactive duty for Training. Lifeguards and Lifeguard Officers who are serving in the reserve components may be excused from work for attendance at scheduled events. Reasonable efforts will be made to reschedule the individual's shifts. However should the employee be short of achieving a qualifying year for seniority or pension purposes then his or her days of military service in addition to days of beach patrol service shall be credited towards the attainment of seniority and pension creditable years service.
- b. Active Duty for Training. Lifeguard and Lifeguard Officers scheduled for no more than 18 days training as result of their service in a reserve component and or Reserve Officer Training Corps will be excused from the beach patrol schedule for the period of that training. However should an individual be short of achieving a qualifying year for seniority or pension purposes then his or her days of military service in addition to days of beach patrol service shall be credited towards the attainment of seniority and pension creditable years service.

- c. Active Duty for National or State Emergency. Lifeguard or Lifeguard Officers order involuntary to active duty after the individual has reported for the season and worked at least one day for National or State emergency will receive a paid leave of absence for the duration of the emergency or until said paid leave would bring the individual to adequate days service for seniority advancement.
- d. Voluntary service of extended duration. Lifeguards and Lifeguard officers who enlist or are commissioned for service will be eligible for engagement following completion of their service. Recertification will be required. Upon recertification, the employee shall be entitled to credit for the term of military service toward his or her years of beach patrol service for seniority purposes.

5. Any leave of absence, in addition to those described above, shall be at the discretion of a committee consisting of: the Director of Public Safety, and the Beach Patrol Chief and Captains. All requests for leave must be submitted in writing to the Beach Patrol chief by May 1<sup>st</sup> of the year in question. All requests shall be reviewed on a case-by-case basis.

## ARTICLE IX

### COMPENSATION

#### **A. Court Time**

If an employee is required to appear in court on Borough related business or for any reason arising out of his/her employment as a lifeguard on his/her days off during the summer employment season, he/she shall be compensated at the overtime rate of pay to the extent that his or her hours for the week exceed 40 hours. Otherwise the employee shall receive compensation at the regular rate of pay.

## **B. Salaries**

| Seniority   | 2011   | 1.75 | 2012   | 1.5 |
|-------------|--------|------|--------|-----|
| 1           | 81.32  |      | 82.54  |     |
| 2           | 84.67  |      | 85.94  |     |
| 3           | 91.35  |      | 92.72  |     |
| 4 and 5     | 102.49 |      | 104.03 |     |
| 6 and 7     | 111.40 |      | 113.07 |     |
| 8 and 9     | 123.66 |      | 125.52 |     |
| 10 thru 14  | 140.37 |      | 142.48 |     |
| 15 or above | 147.05 |      | 149.26 |     |
| Lieutenants | 169.33 |      | 171.87 |     |
| Boat House  | 140.37 |      | 142.48 |     |

## **C. CPR and First Aid Certification**

1. All employees shall hold certification in CPR and First Aid. Training for same shall be by a certified instructor and conduct to Red Cross or American Heart Association standards and shall be in compliance with the South Jersey Lifeguards Chiefs' Association and all employees shall be compensated for the time spent in training. Proof of valid certification will be required prior to the payment of stipends.

2. Any employee not holding certification in CPR and First Aid will not be allowed to work after the fourth of July until the training is complete as per SJCA guidelines. It is agreed that the Borough will provide a minimum of two dates for this training. It is further agreed that the Borough will provide this training to any newly hired lifeguards during "Rookie School".

3. All employees holding a current and valid certification in CPR and First Aid shall receive a stipend of three dollars (\$3.00) for each day worked payable with their regular paycheck. This stipend is bundled into the table in section B above.

4. Up to four lifeguards, not including the Chief and Captain, may earn a \$2.00 per day stipend if they are certified as an instructor of CPR and First Aid by the Red Cross or American Heart Association provided that they present to Chief by Memorial Day evidence of this certification and they certify that they will perform as instructors both in the beginning of the season and for ongoing refresher training in accordance with training scheduled developed by the Chief or Captain. In the event that more than

four lifeguards present these credentials seniority will be considered by the Chief's discretion will prevail.

5. Up to four lifeguards, not including the Chief and Captain, may earn a \$2.00 per day stipend if they are certified as an instructor of Advanced Rescue Swimmer by the NJ State Police or other appropriate certifying body provided that they present to Chief by Memorial Day evidence of this certification and they certify that they will perform as instructors both in the beginning of the season and for ongoing refresher training in accordance with training schedules developed by the Chief or Captain. In the event that more than four lifeguards present these credentials seniority will be considered but the Chief's discretion will prevail.

#### **D. Incentive Pay**

1. Any employee available for work five days a week from at least July 4<sup>th</sup> through Labor Day weekend, for a total of 35 days service with at least ten of these 35 days worked between August 15<sup>th</sup> and Labor Day, shall receive an additional four dollars and fifty cents (\$4.50) per day for each day worked that season including Labor Day, payable in one lump sum in their final pay check. This calculation shall not include personal or sick pay.
2. To be eligible for incentive pay, Lifeguards must be available to work at the discretion of the Chief.

## **E. EMT**

Any employee certified as an Emergency Medical Technician (EMT) and must be willing to use his EMT skills and training in the event of an emergency on the beach and shall receive a total additional seasonal stipend of \$300.00 if such employee works a minimum of forty (40) days in the current season.

## **ARTICLE X**

### **MISCELLANEOUS PROVISIONS**

A. If any provision of this Agreement, or any application of this Agreement to any employee or group of employees, is held to be contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. The Borough and the Association agree that there shall be no discrimination, and that all practices, procedures and policies shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, sex, creed, color or religion.

C. Copies of this agreement shall be made at the expense of the Borough within sixty (60) days of execution or May 1, whichever is sooner, after the Agreement is signed. Copies shall be provided to the Association upon request.

D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision of this Agreement, either party shall do so by certified mail at the following addresses:

- a. If by the Association, to the Borough at the Borough' Municipal Building, c/o the Commissioner and Director of Public Safety.
- b. If by the Borough, to the Association c/o The President at his/her home address.

E. The Borough agrees to deduct from the salaries of its employees, dues for the Longport Lifeguard Association, Inc. for each employee who individually authorizes the Borough to so deduct and the Borough further agrees to deduct a representation fee of 85 % of the LLA dues from those who decline LLA membership. The Association agrees to hold the Borough harmless in the event of liability, or any other actions of its agents and employees pursuant to this Article. These deductions will be processed from the second paycheck in July or the next paycheck thereafter. To facilitate this action, LLA will use its reasonable efforts to submitted signed membership rosters in early July.

## **ARTICLE XI**

### **DRUG TESTING**

The Borough and the Association are in agreement that the Borough including the Mayor and Commissioners, the Chief of Police and Police officers, and the Beach Patrol Chief and Captain(s) and the Lifeguard Officers have a responsibility to act upon any reasonable suspicion of drug abuse. The responsibility to act shall include arranging for drug testing on as immediate basis as possible and reporting these suspicions to the Commissioner responsible for Public Safety.

1. The Director of Public Safety and the Chief or Captains of the Beach Patrol shall have the right to require a drug test prior to the commencement of employment and during the season when a reasonable suspicion exists. Employees failing a drug test shall have the right to request and take a second test within seven days. An employee passing a second test shall suffer no loss of pay or seniority. Failure of such second test shall result in discharge. Completion of a certified rehabilitation program within one year and passing a pre-season test shall qualify an individual for re-employment consideration.
2. Employees shall suffer no loss of pay or seniority due to lab mistake resulting in an erroneous positive result.
3. Each employee, upon request, can receive a copy of the lab report and results.

4. The results of all tests shall remain confidential. These results will be maintained in separate confidential files under the control of the Borough Human Resource Manager.

5. Nothing contained herein shall be construed to deny any employee any rights he may have under law, nor preclude him from challenging the findings of any drug test and/or actions by the Borough based upon those findings utilizing the grievance procedure set forth in this Agreement.

6. The borough shall use an office and independent lab facility to perform all drug testing.

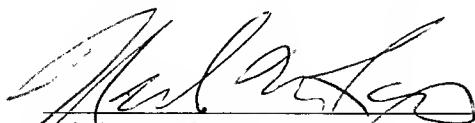
## ARTICLE XII

### DURATION

This Agreement shall be in effect from January 1, 2011 and shall continue in effect until December 31, 2012. This Agreement shall not be extended orally and is expressly understood to expire on the date indicated.

IN WITNESS WHEREOF, the parties cause this Agreement to be signed by their respective officials.

For the Borough of Longport



Nicholas M. Russo,  
Commissioner of Public Affairs and Public Safety

2/17/2012

Date

Witnessed by:

Dan E Adams  
Chief Daniel E. Adams

Emilia Strawder - Deputy  
Emilia Strawder, Deputy Clerk

For the Longport Lifeguard Association :

Christopher Maher  
Christopher Maher

2/16/12  
Date

John A. Sher  
John Sher

2/16/2012  
Date